



NAME OF OFFEROR OR CONTRACTOR

**SUPPLIES OR SERVICES AND PRICE/COSTS**

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
0001	REQN. NO. 60100 /30995693 Vacuum Furnace, new or like new, meeting the requirements set forth in the attached Statement of Work for CLIN 0001.	1	EA	\$	\$
<b>Total Aggregate Amount</b>				\$	\$ <u>                    </u>

**NOTES TO OFFERORS:**

**Note 1:** All questions regarding this solicitation should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to [powersm@kpt.nuwc.navy.mil](mailto:powersm@kpt.nuwc.navy.mil).

**Note 2:** As noted in the clause entitled "Compliance with Specifications," any exceptions or deviations to the Government specifications must be clearly identified in a cover letter and submitted as part of your proposal. If deviations are proposed, the offeror shall provide an explanation of how the proposed service meets the functions requirements. Failure to notify the Government of all deviations prior to award may be grounds for contract termination.

## CLAUSES INCORPORATED BY REFERENCE

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses	<a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>
DFARS clauses	<a href="http://www.acq.osd.mil/dp/dars/dfars.html">http://www.acq.osd.mil/dp/dars/dfars.html</a>
NAPS clauses	<a href="http://www.abm.rda.hq.navy.mil/naps/">http://www.abm.rda.hq.navy.mil/naps/</a>

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering (DUNS) Number	JUN 1999
52.212-1	Instructions To Offerors – Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2002
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.247-29	F.O.B. Origin (If Providing BID/OFFER A (F.O.B. Origin))	JUN 1988
52.247-34	F.O.B. Destination (If Providing BID/OFFER B (F.O.B. Destination))	NOV 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### Technical Requirements for Vacuum Furnace

1. The Naval Undersea Warfare Center Division Keyport is planning to procure a refurbished Vacuum Furnace System, in accordance with following requirements:

- a. The requirement is for a batch type, horizontal, cold-wall (double wall and water cooled) front-loading high vacuum heat-treating and brazing furnace system.
- b. The minimum free work zone shall be 36 inch wide by 48 inch deep and 30 inch high with a load capability of 2500 pounds.
- c. The furnace system is to include a manual loader/unloader.
- d. Maximum temperature: 2400 degrees Fahrenheit.
- e. The furnace system must have a temperature controlling and recording system (PLC Chart Recorder). The controller must be capable of storing multiple programs consisting of multiple temperature set points of varying duration.
- f. The furnace will contain a graphite hot zone and segmented graphite heating elements.
- g. The furnace water system will be capable of connecting to a (government supplied) closed loop water-cooling system.
- h. The furnace will be capable of rapid backfilling or argon or nitrogen from a backfill tank (government supplied).
- i. Temperature Uniformity Survey. Prior to award of contract, vendor shall demonstrate successful conformance to AMS 2750, Pyrometry, to ensure indicated temperature of furnace is true temperature and temperature uniformity is +/- 10 degrees Fahrenheit over a temperature range of 1200 to 2000 degrees Fahrenheit.
- j. The furnace must be capable of obtaining a minimum vacuum of 10 to the minus 3 torr. The furnace pumping system must incorporate a mechanical pumping system with blower/booster along with a high vacuum diffusion pump and holding pump. The diffusion pump size is to be a minimum of 16 inches.
- k. Cooling Rate: Empty, the furnace will have a minimum cooling rate of 30 degrees F. per minute from 2000 F. to 1200 degrees F. The cooling system will have an internal heat exchanger with a minimum of 100-horse power cooling fan motor. The 100 H.P. minimum motor must incorporate an argon step-down transformer.
- l. The system will have a quench gas pressure of 2-Bar (14.7 psi).
- m. The system will have a gas backfill capability of Argon/Nitrogen from government supplied backfill tank).

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 4	OF 15
NAME OF OFFEROR OR CONTRACTOR			

2. Conditions of purchase.

a. Loading. Vendor shall provide all labor and absorb all costs for loading subject furnace and ancillary equipment onto Government contracted carrier for shipment.

b. Temperature Uniformity Survey. If the vendor is unable to demonstrate conformance with a Certification of Uniformity Report to the Pyrometry of AMS 2750 and the temperature parameters previously specified, the Government may require that the offered furnace undergo a certified temperature uniformity survey, at the contractor's expense, to ensure the requirements stated above are met.

c. Ultrasonic Inspection. An ultrasonic inspection will be performed to determine degree of pitting, thinning and erosion of both the inner and outer furnace walls. The integrity (soundness) of both the inner and outer furnace walls will not be compromised or reduced more than 10 percent of their original thicknesses, with isolated pits or depressions up to 20% reduction allowable if not concentrated in any one specific area. Corrosion and pitting, although within the 20 percent range, could be cause for rejection if the certified inspector determines (by his analysis) the condition is likely to have a high rate of progression.  
Visual inspection will be performed to verify no cracking of visible weld joints or shell wall has occurred. Visual inspection will also be performed over the inner and outer shells to verify no heat related discoloration of paint or coating has occurred as a result of "hot spots" that may indicate blocked or plugged coolant flow.

## COMPLIANCE WITH SPECIFICATIONS

In order to ensure compliance with all the specification requirements, the contractor shall indicate in its offer, and notify the Government in a cover letter, what specifications, if any, the offeror does not intend to meet. The offeror shall explain, in detail, how any proposed deviation/exception will nonetheless meet the Government's functional requirements. Should descriptive literature be supplied by the offeror, it will be presumed that the offeror intends to meet all of the specifications, regardless of the descriptive literature, unless the offeror specifically notes its exceptions.

It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, in writing, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

## PLACE OF DELIVERY - ORIGIN OR DESTINATION

Bids or offers are invited on the basis of BID/OFFER A (F.O.B. origin) or BID/OFFER B (F.O.B. destination or port(s) of loading) or BOTH, and they will be evaluated for award on the basis of the lowest overall cost to the Government.

BID/OFFER A: F.O.B.ORIGIN YES ( ) NO ( )

The article to be furnished hereunder shall be delivered in accordance with FAR 52.247-29 entitled "F.O.B. Origin," free of expense to the Government at the Government's option, F.O.B. carrier's equipment, wharf, or freight station located at or near

(1) \_\_\_\_\_  
(Bidder/offeror insert shipping point including street address, city, state and zip code)

(2) \_\_\_\_\_  
(Bidder/offeror insert exact location of private siding or nearest rail terminal from which rail shipment will be made together with the name of the serving railroad)

for shipment at Government expense on a Government Bill of Lading (GBL), except as provided in FAR 52.247-29(c), to the following destination:

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 5	OF 15
NAME OF OFFEROR OR CONTRACTOR			

Supply Officer  
Bldg 893  
Naval Undersea Warfare Center Division Keyport  
610 Dowell Street  
Keyport, WA 98345-7610

In order to avoid delay in shipping, the contractor shall contact the applicable transportation office (normally the closest Defense Contract Management Command (DCMC)) as early as possible and provide necessary data (description, pieces, weight, etc.) for preparation of the GBL.

The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government on the GBL.

**CAUTION:**

Excess freight costs due to contractor's unauthorized shipment on a commercial bill of lading will be chargeable to the contractor.

BID/OFFER B: F.O.B.DESTINATION YES ( ) NO ( )  
OR PORT(S) OF LOADING

The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor as provided in FAR 52.247-34, to the following destination:

Supply Officer  
Bldg 893  
Naval Undersea Warfare Center Division Keyport  
610 Dowell Street  
Keyport, WA 98345-7610

**INSPECTION AT ORIGIN AND ACCEPTANCE AT DESTINATION (If Providing BID/OFFER A (F.O.B. Origin))**

Initial inspection of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Command) at the contractor's or subcontractor's plant. The place or places designated for such actions may not be changed without authorization of the Contracting Officer.

Final inspection and acceptance shall be at destination by the receiving activity.

**INSPECTION AND ACCEPTANCE (If Providing BID/OFFER B (F.O.B. Destination))**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2003)**

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-3, CONVICT LABOR (E.O. 11755).
  - (2) 52.233-3, PROTEST AFTER AWARD (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 6	OF 15
NAME OF OFFEROR OR CONTRACTOR			

[Contracting Officer must check as appropriate.]

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- XX (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 7	OF 15
NAME OF OFFEROR OR CONTRACTOR			

- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XXX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
_____	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
_____	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_____	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
<u>XXX</u>	252.225-7012	Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	N00253-03-Q-0136	8	15
NAME OF OFFEROR OR CONTRACTOR			

_____	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
<u>XXX</u>	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u>XXX</u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u>XXX</u>	252.232-7003	Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C. 2227)
<u>XXX</u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>XXX</u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631).
<u>XXX</u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)



<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 9	OF 15
NAME OF OFFEROR OR CONTRACTOR			

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEM JUL 2002

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN).*
  - ☐ TIN: \_\_\_\_\_.
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:

NAME OF OFFEROR OR CONTRACTOR

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_.
- TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
- (i) General. The offeror represents that either-
- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:
- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

NAME OF OFFEROR OR CONTRACTOR

- (ii) *Representations required to implement provisions of Executive Order 11246-*
- (2) Previous contracts and compliance. The offeror represents that-
- (ii) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (iii) It ☐ has, ☐ has not filed all required compliance reports.
- (3) *Affirmative Action Compliance.* The offeror represents that-
- (ii) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (iii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) & (g) *Not Applicable to DOD contracts.*
- (h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) *Listed end products.*

Listed End Product	Listed Countries of Origin

- (2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

SF1449 CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 13	OF 15
NAME OF OFFEROR OR CONTRACTOR			

## 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV 1995

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## 252.225-7020 TRADE AGREEMENTS CERTIFICATE (MAR 1998)

(a) *Definitions.* "Caribbean Basin country end product," "designated country end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) *Certifications.*

(1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00253-03-Q-0136	PAGE 14	OF 15
NAME OF OFFEROR OR CONTRACTOR			

(2) The following supplies are other nondesignated country end products:

(insert line item number)

(insert country of origin)

### CERTIFICATION REGARDING ACTUAL MANUFACTURER (BUSINESS SIZE IDENTIFICATION)

1. The offeror certifies that it is ( ), is not ( ) the actual manufacturer of the item(s) covered by this solicitation/contract. The following information is to be provided by offerors who are not the actual manufacturer:

a. Actual Manufacturer(s) Identification [if more than one, identify all]:

NAME AND ADDRESS	ACTUAL MFR'S PART NO. OR OTHER IDENTIFICATION	ACTUAL MFR'S BUSINESS SIZE* (L, SB, SDB)

b. Support effort performed by the offeror in addition to purchasing the item(s) for resale to the Government:

(1) Testing/Quality Assurance:	Yes/No
(2) Preservation, Packaging, and Packing:	Yes/No
(3) Bar Coding	Yes/No
(4) Other _____	

\*Refer to Block 10 of the SF 1449 for the business size standards for this solicitation. L = Large Business. SB = Small Business. SDB = Small Disadvantaged Business.

### REVIEW OF AGENCY PROTESTS

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, Naval Undersea Warfare Center, Division Keyport, shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for Naval Undersea Warfare Center, Division Keyport is the Division Head, Acquisition Division (Code 182), Naval Undersea Warfare Center, Division Keyport, 610 Dowell Street, Keyport, WA 98345-7610.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

### 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

<b>SF1449 CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
NAME OF OFFEROR OR CONTRACTOR	N00253-03-Q-0136	15	15

1) Technical Acceptability - Offers must meet or exceed the specifications in the solicitation and any subsequent amendments.

2) Price: For offers which meet all other evaluation factors, award will be made to the low offeror based on price and the following price evaluation factors:

- (X) Transportation costs per FAR 52.247-45 and 52.247-47.
- (X) HUBZone Small Business preference per FAR 52.219-4
- (X) Trade Agreements evaluation per DFARS 252.225-7021

3) Delivery: Offerors must meet the required delivery date.

4) Responsibility: Offerors must meet the standard for FAR 9.104.

5) Other:

- (X) Must meet size standard per FAR 52.219-1, if a set-aside.

All factors, when combined, are slightly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### **52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

TEXT OF CLAUSE IS HEREBY INCORPORATED BY REFERENCE.

#### **52.247-47 EVALUATION - F.O.B. ORIGIN (APR 1984)**

TEXT OF CLAUSE IS HEREBY INCORPORATED BY REFERENCE.